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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;  
 ORACLE AMERICA, INC., a Delaware  
 corporation; and ORACLE INTERNATIONAL  
 CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;  
 and SETH RAVIN, an individual,

Defendants.

Case No. 2:10-cv-0106-LRH-VCF

**ORACLE'S RESPONSE TO  
 RIMINI'S SEPTEMBER 29, 2016  
 LETTER**

1 Oracle respectfully submits that no status conference is needed to address any issue  
2 raised in Rimini's letter (ECF No. 1058). Most of the arguments Rimini raises simply repeat the  
3 objections it filed to Oracle's proposed findings of fact, permanent injunction and proposed final  
4 judgment (ECF No. 1055). Oracle has replied to those objections (ECF No. 1056), and they do  
5 not warrant oral argument.

6 The only new issue Rimini raises concerns its alleged financing arrangements for paying  
7 the judgment. Oracle respectfully submits that the Court should not structure the sequence in  
8 which it makes decisions to accommodate the financing arrangements of a company whose  
9 "business model was built entirely on its infringement of Oracle's copyrighted software and its  
10 improper access and downloading of data from Oracle's website and computer systems," and  
11 which "would not have achieved its market share and business growth without these infringing  
12 and illegal actions." ECF No. 1049 at 6. Having committed "significant litigation misconduct,"  
13 *id.* at 15, including the "destruction of evidence," *id.*, and engaging in an objectively  
14 unreasonable denial of its misconduct throughout this lawsuit, *id.*, Rimini is not entitled to  
15 preferential treatment. Further, neither the Court nor Oracle has any way of knowing if any of  
16 Rimini's assertions concerning its financing arrangements are true because Rimini and its lenders  
17 have refused in the *Rimini II* matter to provide discovery (served months ago) into their  
18 financing arrangements. Remarkably, the litigation misconduct continues to this day.

19 What is known is that the day after the Court issued its September 21, 2016 order and the  
20 clerk entered judgment regarding the attorneys' fees award, Rimini issued a press release stating  
21 that "[t]he Court *only awarded* Oracle a total of \$124.3 million"; that Rimini had "recently  
22 *completed and announced* a finance transaction of \$125 million" and would pay the full  
23 judgment; and that the forthcoming injunction will not harm Rimini's business because "[t]he  
24 Court" supposedly "noted that 'Rimini's ability to compete against Oracle in the software  
25 support service market would not be lost with an injunction, and thus, the public would still have  
26  
27  
28

1 access to competition in that market.”<sup>1</sup> ECF No. 1057-1 (emphasis added). Now Rimini says  
 2 the September 21 order, the clerk’s entry of judgment, and the forthcoming injunction all may  
 3 create problems with Rimini’s financing. ECF No. 1058 at 2 (“the clerk’s entry of a September  
 4 21 ‘judgment’ on attorneys’ fees and expenses (ECF No. 1051) creates the concern...”).  
 5 Whichever story is true, it is irrelevant. What arrangements Rimini may have made to pay the  
 6 judgment are not the Court’s concern, and there is no reason to disrupt the timely payment of the  
 7 more than \$46 million judgment the clerk has already entered.

8 Oracle requests that the Court enter Oracle’s proposed findings of fact, permanent  
 9 injunction and final judgment, and deny Rimini’s request for a status conference.

10  
 11 Dated: September 30, 2016

MORGAN, LEWIS & BOCKIUS LLP

12  
 13 By: /s/ Thomas S. Hixson  
 14 Thomas S. Hixson  
 15 Attorneys for Plaintiffs  
 16 Oracle USA, Inc.,  
 17 Oracle America, Inc. and  
 18 Oracle International Corporation  
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26 \_\_\_\_\_  
 27 <sup>1</sup> In reality, Rimini represented to the Court that an injunction against continued copyright  
 28 infringement would not impede its current business model. The Court did not make such a  
 finding.